

REMARKS

Claims 1-17 are currently pending in the application, and Applicant respectfully requests reconsideration of original claims 1-13 as amended. Applicant also respectfully requests consideration of new claims 14-17.

The office action rejected claim 2 under 35 U.S.C. § 112, second paragraph, for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. In particular, the office action objected to the terms “rigidity” and “toughness,” indicating that the two terms may have the same meaning.

In response to this rejection, Applicant notes that the terms “rigidity” and “toughness” do not have the same meaning as used in the present application. It is well established that words in a claim are normally given their ordinary meaning. *See Dow Chemical v. Sumitomo Chemical Co.*, 59 U.S.P.Q.2d 1609 (Fed Cir. 2001), and that dictionaries may be referred to in determining the ordinary meaning. *See Optical Disc Corp. v. Del Mar Avionics*, 54 U.S.P.Q.2d 1289 (Fed. Cir. 2000). For example, *Random House Webster's College Dictionary* defines the term “tough” as “strong and durable; not easily broken or cut.” The same source, however, defines “rigid” as “stiff; unyielding; not pliant.” It is well understood by those of ordinary skill in the art that, using these definitions, the term “greater toughness...than the plastics material” refers to the hinge elements being stronger and more durable than the plastics material forming the panels. Similarly, one of ordinary skill in the art would have no difficulty understanding that the term “less rigidity” as used in claim 2 is being used to describe the hinge elements as being less yielding and more pliant than the panels. There is also nothing in the present application that would indicate the use of contrary

definitions. For these reasons, Applicant submits that the rejection of claim 2 is overcome since the claim does not contradict itself using the ordinary meanings of these words.

The office action rejected claims 1-3, 6-9, 12 and 13 under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 4,010,865, issued to Wilgus. Claims 1 and 2 were also rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 3,376,994, issued to Flinn, and claims 4-6 and 8-11 were rejected as being unpatentable over either the Flinn or Wilgus references in view of U.S. Patent No. 4,407,427, issued to Reuter.

In response to these rejections, Applicant has amended claims 1 and 9 to describe the panels and the hinge elements as being fused to each other. Support for this amendment is found, for example, in the second full paragraph of page 5 of the specification. The specification states "since the rubber-modified polypropylene of net 2 has a marginally lower melt index, it melts partially on contact with the molten copolymer propylene, such that both materials fuse to form a blank, at the same time preserving the structure of the net 2." Thus, the surface of the hinge material becomes heated so that it fuses or bonds together with the panels, resulting in the box blank being stronger and more durable than conventional box blanks. This feature, which has been included in both claim 1 and claim 9, is not disclosed in any of prior art references, either alone or in combination. For example, the Wilgus reference only states that the plastic adheres to the liner "in the customary form" (see col. 2, lines 44-45) and is silent on any fusion between the panels and the liner. The Flinn reference only mentions the use of adhesives generally and is silent as to any type of fusion action. Applicant therefore submits that the above amendments to claims 1 and 9 are sufficient to overcome each of the rejections under 35 U.S.C. § 102 and 103.


Lastly, Applicant has added new claims 14-17. Each of these claims is directly or indirectly dependent upon claim 9, and Applicant submits that these claims are allowable for the reasons described above.

Applicant therefore submits that all outstanding rejections have been overcome by the foregoing amendments and remarks, and that each of currently pending claims 1-17 are now in condition for allowance. Therefore, reconsideration and favorable action is hereby requested, and Applicant therefore requests an early notice of allowance of the claims.

A check for \$460.00 for a three month extension of time is submitted with this reply. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to Deposit Account No. 06-1450 of Foley & Lardner, duplicate copy attached.

Respectfully submitted,

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APPENDIX – AMENDED AND NEW CLAIMS

1. (Amended) A box blank formed from a plastics material and comprising a plurality of hinge elements connecting and fused to a plurality of panels for forming sides of the box, the hinge elements and panels being formed from different plastics materials.

9. (Amended) A box blank comprising a plurality of panels connected by and fused to hinge elements, the panels including structural panels for forming the sides of the box and load bearing panels, the load bearing panels being connected to the structural panels by hinge elements formed not perpendicular to the intended direction of load support provided by the load bearing panels, the panels and hinge elements being formed from plastics.

14. The box blank of claim 9, wherein the panels are formed from polyethylene.

15. The box blank of claim 14, wherein the hinge elements are formed from rubber modified polypropylene.

16. The box blank of claim 9, wherein the panels and the hinge elements are formed from polypropylene.

17. The box blank of claim 9, wherein the panels and the hinge elements are formed from polyethylene.